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11 Attorneys for Plaintiffs
 12 Seiko Epson Corporation
 13 and Epson America, Inc.

14 UNITED STATES DISTRICT COURT
 15 DISTRICT OF NEVADA

16 Seiko Epson Corporation and Epson
 17 America, Inc.,

Plaintiffs,

18 v.

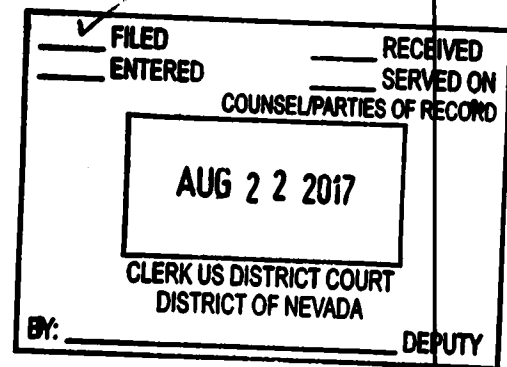
19 InkSystem LLC, et al.,

20 Defendants.

Case No. 3:16-cv-00524-RCJ-VPC

ORDER FOR ASSET
 SEIZURE AND IMPOUNDMENT

21
 22 The Court having granted Plaintiffs Seiko Epson Corporation and Epson
 23 America, Inc.'s (collectively "Plaintiffs") *ex parte* application for a temporary restraining
 24 order, order for asset seizure and impoundment and order to show cause re issuance of a
 25 pre-judgment asset seizure pursuant to the Lanham Act (15 U.S.C. § 1051 *et seq.*), and
 26 Federal Rules of Civil Procedure, Rule 65 ("Motion") against Defendants AF LLC, ART
 27 LLC, Inkredible LLC LLC, Andriy Kravchuk, Igor Bielov, Artem Koshkalda and Vitalii
 28



1 Maliuk (collectively “Defendants”)¹, on July 31, 2017, Docket Nos. 105-106, and served
2 on the Defendants on August 1, 2017, Docket No. 114, and no Opposition having been
3 filed, following the hearing on the Order to Show Cause as to why the Preliminary
4 Injunction should not issue on August 7, 2017, at which none of the Defendants
5 appeared, Docket No. 132, the Court hereby GRANTS Plaintiffs’ request and makes the
6 following findings:

7 1. Plaintiffs have made a strong showing of success on the merits in showing
8 that Defendants are using Plaintiffs’ trademarks or marks confusingly similar to
9 Plaintiffs’ trademarks, including those attached hereto as Exhibit A (“Plaintiffs’
10 Trademarks”) in connection with the importation, manufacture, distribution, sale and
11 offer for sale of counterfeit and/or infringing ink cartridges bearing unauthorized
12 reproductions or substantially similar copies of registered trademarks owned by Plaintiffs
13 (“Unauthorized Products”).

14 2. Defendants’ discovery defaults further strengthen the conclusion of
15 Plaintiffs’ likelihood of success on the merits.

16 3. Plaintiffs have shown that proceeds from Defendants’ infringement were
17 deposited into a large number of bank accounts and also used to purchase valuable real
18 estate, among other things.

19 4. Plaintiffs have shown that Defendants have and are likely to further
20 liquidate or dissipate assets, that they have a history of transferring money to family
21 members and using shell companies to hide assets or the source of money, and that they
22 are a flight risk such that Plaintiffs will be unable to obtain an equitable accounting or
23 recover Defendants’ profits if the relief is not granted.

24
25 _____
26 ¹ Defendants Inksystem LLC and Lucky Print LLC filed for Chapter 11 bankruptcy
27 protection on June 23, 2017. Docket No. 90. Plaintiffs therefore do not seek any relief
28 against Defendants Inksystem LLC and Lucky Print LLC (“Debtors”) in light of the
automatic stay of 11 U.S.C. § 362 absent relief from the stay or dismissal of the
bankruptcy.

1 5. The Defendants' dissipation, secreting, and hiding of assets will result in
2 immediate and irreparable injury to Plaintiffs if this relief is not ordered.

3 6. The harm to Plaintiffs of denying the requested injunction outweighs the
4 harm to the legitimate interest of Defendants from granting such order.

5 7. The public interest is served by entry of the present order to prevent
6 Defendants from profiting from their infringement.

7 8. The Court has jurisdiction over the subject matter of this action and over
8 Plaintiffs and Defendants.

9 9. THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
10 DECREED that Defendants, any person acting in concert with them, whether acting
11 directly or through any entity, corporation, subsidiary, division, affiliate or other device, or
12 any third-party service provider who is served with a copy of this Order, other than
13 Inksystem LLC and Lucky Print LLC, or has knowledge of this Order by personal
14 service or otherwise, are enjoined and restrained from:

15 a. Transferring, converting, encumbering, selling, concealing, dissipating,
16 disbursing, assigning, spending, withdrawing, perfecting a security interest in,
17 or otherwise disposing of any funds, real or personal property, accounts,
18 contracts, or other assets, wherever located, including outside the United
19 States, including but in no way limited to those accounts and assets identified
20 in Exhibit B, and for clarity, expressly excluding those of Inksystem LLC and
21 Lucky Print LLC, that are:

22 i. owned or controlled by, or in the actual or constructive possession of
23 any Defendant;

24 ii. owned or controlled by, or held for the benefit of, directly or
25 indirectly, any Defendant, in whole or in part;

26 iii. owned or controlled by, or in the actual or constructive possession of
27 or otherwise held for the benefit of, any corporation, partnership, or
28

1 other entity directly or indirectly owned, managed, or controlled by
2 any of the Defendants (including but not limited to Sancase LLC,
3 Vilacet LLC, and Renoca LLC), including, but not limited to, any
4 assets held by, for, or subject to access by, any of the Defendants at
5 any bank or savings and loan institution, or with any broker-dealer,
6 escrow agent, title company, or other financial institution or
7 depository of any kind;

- 8 b. Opening or causing to be opened any new accounts or safe deposit boxes
9 titled in the name of any Defendant, or subject to access by any Defendant,
10 expressly excluding those of Inksystem LLC and Lucky Print LLC;
- 11 c. Obtaining a personal or secured loan encumbering the assets of any
12 Defendant, or subject to access by any Defendant, expressly excluding those
13 of Inksystem LLC and Lucky Print LLC;
- 14 d. Incurring liens or other encumbrances on real property, personal property, or
15 other assets in the name, singly or jointly, of any Defendant or of any
16 corporation, partnership, or other entity directly or indirectly owned,
17 managed, or controlled by any Defendant, expressly excluding those of
18 Inksystem LLC and Lucky Print LLC; or
- 19 e. Incurring charges or cash advances on any credit card or prepaid debit, credit
20 or other bank card, issued in the name, singly or jointly, of any Defendant or
21 any corporation, partnership, or other entity directly or indirectly owned,
22 managed, or controlled by any Defendant, expressly excluding those of
23 Inksystem LLC and Lucky Print LLC.

24 10. IT IS FURTHER ORDERED that Defendants may pay living, business,
25 and reasonable legal expenses up to \$3,000 total per Defendant, per month, without leave
26 of Court, but must seek prior approval from the Court or its special master regarding any
27 transactions or other transfers over \$3,000 per month.

1 11. IT IS FURTHER ORDERED that Defendants may pay any monetary
2 Court ordered sanction without leave of Court.

3 12. IT IS FURTHER ORDERED that the assets affected by this Order shall
4 include both existing assets and assets acquired after the effective date of this Order
5 expressly excluding those of Inksystem LLC and Lucky Print LLC.

6 13. IT IS FURTHER ORDERED that Defendants' third-party service
7 providers or others acting in concert with them, or any financial or brokerage institution,
8 business entity, or person served with a copy of this Order that holds, controls, or
9 maintains custody of any account or asset of Defendants, or that has held, controlled, or
10 maintained custody of any such account or asset at any time since the date of entry of
11 this Order, expressly excluding those of Inksystem LLC and Lucky Print LLC, shall:

12 a. Hold and retain within its control and prohibit the withdrawal, removal,
13 assignment transfer, encumbrance, disbursement, dissipation, conversion,
14 sale, or other disposal of any such asset except by further Order of this Court,
15 other than an allowance for living and business expenses not to exceed
16 \$3,000 in any one month per Defendant, and the payment of any monetary
17 Court ordered sanctions;

18 b. Provide Plaintiffs' counsel within five (5) business days of service of a copy
19 of this Order, a sworn statement setting forth:

20 i. The identification number of each account or asset titled in the
21 name, individually, or jointly, of any of the Defendants, or held on
22 behalf of, or for the benefit of, any of the Defendants, other than
23 accounts for Inksystem LLC and Lucky Print LLC;

24 ii. The balance of such account on the date on which this Order is
25 served, whether the account was closed or removed, the date of
26 any such closure or removal, the total funds removed in order to
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1 close the account and the name of the person or entity to whom
2 such account or other asset was remitted.

3 14. IT IS FURTHER ORDERED that during the pendency of this action all
4 bank accounts owned by Defendants or any of their corporate entities, other than
5 Inksystem LLC and Lucky Print LLC, to which at least one of the Defendants own some
6 interest, including but in no way limited to those accounts identified in Exhibit B,
7 expressly excluding those of Inksystem LLC and Lucky Print LLC, subject to a \$3,000
8 per month, per Defendant allowance for living and/or business expenses per Defendant
9 and payment of any Court ordered monetary sanctions, are hereby impounded.

10 15. IT IS FURTHER ORDERED that Defendants' third-party service
11 providers or others acting in concert with them, or any financial or brokerage institution,
12 business entity, or person served with a copy of this Order that holds, controls, or
13 maintains custody of any account or asset of Defendants, expressly excluding those of
14 Inksystem LLC and Lucky Print LLC, or that has held, controlled, or maintained custody
15 of any such account or asset at any time since the date of entry of this Order shall comply
16 with paragraphs 9-14 herein.

17 16. IT IS FURTHER ORDERED that the Court may appoint a special master
18 to which Defendants and any of their corporate entities to which at least one of the
19 Defendants own some interest, expressly excluding those of Inksystem LLC and Lucky
20 Print LLC, must report and request authorization to transfer any assets totaling over
21 \$3,000 per month per Defendant.

22 17. IT IS FURTHER ORDERED that this Preliminary Injunction is issued
23 without the posting of any additional bond. The bond or surety in the form of a check or
24 cash in the amount of \$100,000, Docket No. 11, currently on file in this case will also be
25 used to secure the payment of any costs or damages, not to exceed twice the sum as may
26 be suffered or sustained by any party who is wrongfully restrained thereby.

1 18. IT IS FURTHER ORDERED that this Order may be recorded, filed
2 and/or lodged with any local, state or other authority including but not limited to the
3 County Recorder's Office where any real property at issue is located.

4 19. IT IS FURTHER ORDERED that the Court may change this Order at any
5 time upon application.

6 20. This Order shall be deemed to have been served upon Defendants at the
7 time of the signing thereof by the Court.

8 IT IS SO ORDERED.

9
10 
11 UNITED STATES DISTRICT JUDGE

12 Dated: August 22, 2017
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EXHIBIT A

SEC'S TRADEMARKS

Trademark	Registration Number	Date of Registration	Class(es) of Goods
EPSON	1,134,004	4/29/1980	9
EPSON	2,144,386	3/17/1998	2, 9 and 16
EPSON	2,949,374	5/10/2005	16
EPSON	3,092,025	5/16/2006	9
EPSON	3,520,274	10/21/2008	9
EPSON EXCEED YOUR VISION	3,448,351	6/17/2008	2, 9 and 16
Better Products for a Better Future	3,875,333	11/16/2010	2, 9, 16 and 40
DURABRITE	2,644,235	10/29/2002	2

EXHIBIT B

Bank Accounts

	Financial Institution	Account	Routing Number (If Available)	Account Name/Holder
1	Bank of America, N.A.	██████ 9731		AF LLC
2	Bank of America, N.A.	██████ 1744		ARTEM KOSHKALDA
3	Bank of America, N.A.	██████ 0057		ARTEM KOSHKALDA
4	Bank of America, N.A.	██████ 0633	121000358	ARTEM KOSHKALDA
5	Bank of America, N.A.	██████ 1234		ARTEM KOSHKALDA
6	Bank of America, N.A.	██████ 0623	121000358	ART LLC
7	Bank of America, N.A.	██████ 1033	121000358	ART LLC
8	Bank of America, N.A.	██████ 6624	121000358	ART LLC
9	Bank of America, N.A.	██████ 7115	121000358	ART LLC
10	Bank of America, N.A.	██████ 7255		ARTEM KOSHKALDA
11	Bank of America, N.A.	██████ 2797		ARTEM KOSHKALDA DBA BEST DEAL CARTRIDGE
12	Bank of America, N.A.	██████ 3491	122400724	ART LLC
13	Bank of America, N.A.	██████ 6702	122400724	Inkredible LLC
14	Bank of America, N.A.	██████ 6715	122400724	Inkredible LLC
15	Bank of America, N.A.	██████ 9178	122400724	AF LLC
16	Bank of America, N.A.	██████ 9275	122400724	AF LLC
17	Bank of America, N.A.	██████ 9753	122400724	AF LLC
18	Bank of America, N.A.	██████ 9766		AF LLC

19	Bank of America, N.A.	██████████ 2263	122400724	Inkredible LLC/Inkredible LLC LLC
20	Bank of America, N.A.	██████████ 0310	122400724	Inkredible LLC
21	Bank of America, N.A.	██████████ 0394	122400724	Inkredible LLC
22	Bank of America, N.A.	██████████ 7593		ARTEM KOSHKALDA, SOLE PROP DBA BEST DEAL CARTRIDGE
23	Bank of America, N.A.	██████████ 7611		ARTEM KOSHKALDA, SOLE PROP DBA BEST DEAL CARTRIDGE (INK SYSTEM)
24	Bank of America, N.A.	██████████ 7654		ARTEM KOSHKALDA, SOLE PROP DBA BEST DEAL CARTRIDGE (SAVE MONEY CARTRIDGE)
25	Bank of America, N.A.	██████████ 7689		ARTEM KOSHKALDA, SOLE PROP DBA APTPIZZADEALS
26	Citibank Fsb	██████████ 8374	321171184	Art LLC
27	Citibank Fsb	██████████ 8390	321171184	Art LLC
28	Citibank Fsb	██████████ 8382	321171184	Art LLC
29	Citibank Fsb	██████████ 6310	321171184	AF LLC
30	Citibank Fsb	██████████ 6294	321171184	AF LLC
31	Citibank Fsb	██████████ 6302	321171184	AF LLC
32	JP Morgan Chase Bank, N.A.	██████████ 7586	322271627	Art LLC
33	JP Morgan Chase Bank, N.A.	██████████ 8931	322271627	Art LLC
34	JP Morgan Chase Bank, N.A.	██████████ 9772	322271627	Art LLC
35	U.S. Bank, N.A.	██████████ 5442	121201694	Inkredible LLC LLC
36	U.S. Bank, N.A.	██████████ 5459	121201694	Inkredible LLC LLC
37	U.S. Bank, N.A.	██████████ 5467	121201694	Inkredible LLC LLC
38	U.S. Bank, N.A.	██████████ 2778	121201694	Igor Bielov dba AF LLC
39	U.S. Bank, N.A.	██████████ 2869	121201694	Igor Bielov dba AF LLC
40	U.S. Bank, N.A.	██████████ 2992	121201694	Igor Bielov dba AF LLC
41	Umpqua Bank	██████████ 2440	123205054	Inkredible LLC LLC
42	Umpqua Bank	██████████ 2549	123205054	AF LLC

43	Umpqua Bank	6949	123205054	AF LLC
44	Umpqua Bank	8355	123205054	AF LLC
45	Umpqua Bank	6235	123205054	Inkredible LLC LLC
46	Umpqua Bank	1660	123205054	Inkredible LLC LLC
47	Wells Fargo Bank, N.A.	5138	121042882	3Day Shipping
48	Wells Fargo Bank, N.A.	0961	121042882	Artem Koshkalda dba Bestdealcartridge
49	Wells Fargo Bank, N.A.	6987	321270742	Artem Koshkalda dba Featured
50	Wells Fargo Bank, N.A.	0399	321270742	Artem Koshkalda
51	Wells Fargo Bank, N.A.	4125	121042882	Artem Koshkalda dba PRICEMATTERS
52	Wells Fargo Bank, N.A.	4158	121042882	Artem Koshkalda dba ART
53	Wells Fargo Bank, N.A.	2972	121042882	Artem Koshkalda dba Featured
54	Wells Fargo Bank, N.A.	3057	321270742	Artem Koshkalda dba ART
55	ZB, Na DBA Nevada State Bank	9985	122400779	AF LLC Igor Bielov
56	ZB, Na DBA Nevada State Bank	9993	122400779	AF LLC Igor Bielov
57	ZB, Na DBA Nevada State Bank	0009	122400779	AF LLC Igor Bielov

Account Holder Identification Information

Andriy Kravchuk

SSN: -6214

Artem Koshkalda

SSN: -2658

Vitalii Maliuk

SSN: -7238

Igor Bielov

SSN: -8445

ART LLC

EIN: 4186

AF LLC

EIN: 7418

Inkredible LLC LLC

EIN: 3469

CA Sec. of State File

Renoca LLC

Number: 201634110191

CA Sec. of State File

Sancase LLC

Number: 201634210211

CA Sec. of State File

Vilacet LLC

Number: 201634310118

Owner/ Related Defendant	Address	APN	Recordin g Date	Document No.	Status
Artem Koshkalda	38868 Thimbleberry Place Newark, CA 94560	92A260018	10/3/16	2016253277	
Artem Koshkalda	1012 Giacomo Ln. San Jose, CA 95131	24146001	12/30/16	23546827/ 23546826	Transferred to Renoca LLC
Artem Koshkalda	401 Harrison St., #4A San Francisco, CA 94105	3765414	1/23/17	K399066-00	Transferred to Vilacet LLC
Artem Koshkalda	401 Harrison St., #4D San Francisco, CA 94105	3765417	1/19/17	K396635-00	Transferred to Vilacet LLC
Artem Koshkalda	253 Friedell St. San Francisco, CA 94124	4591C-462	1/19/17	K396638-00	Transferred to Renoca LLC
Artem Koshkalda	388 Fulton St., #207 San Francisco, CA 94102	0785072	1/19/17	K396636-00	Transferred to Vilacet LLC
Artem Koshkalda	11 Franklin St., San Francisco, CA 94102 (<i>Unit #s Unknown</i>)	0837003	9/23/16	K333115-00	
Artem Koshkalda	11 Franklin St., # 502 San Francisco, CA 94102	0837117	11/1/16	K352816-00	
Artem Koshkalda	338 Portrero Ave., #402 San Francisco, CA 94103	3962032	12/20/16	K377429-00	

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of Nevada. My business address is 520 East Wilson Avenue, Suite 200, Glendale, California 91206.

On August 14, 2017, I served on the interested parties in this action with:

**NOTICE OF LODGING RE AMENDED [PROPOSED] ORDER FOR ASSET SEIZURE
AND IMPOUNDMENT**

in support for the following civil action:

Seiko Epson Corporation, et al. v. InkSystem LLC, et al.

X by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Artem Koshkalda 1280 Terminal Way, Ste. 28 Reno, NV 89502	Art LLC 1280 Terminal Way, Ste. 28 Reno, NV 89502
Vitalii Maliuk 675 Fairview Dr., Ste. 233 Carson City, NV 89701	Inkredible LLC LLC 675 Fairview Dr., Ste. 233 Carson City, NV 89701
Andriy Kravchuk 1000 Bible Way, Apt. 40 Reno, NV 89502	Igor V. Bielov 390 Freeport Blvd., Ste. 6 Sparks, NV 89431
AF LLC 390 Freeport Blvd., Ste. 6 Sparks, NV 89431	KBF LLC [REDACTED] Campbell, CA 95008
Vladimir Slobodianiuk a/k/a Volodymyr Slobodianiuk a/k/a Vladimir Westbrook [REDACTED] Campbell, CA 95008	KBF LLC c/o Volodymyr Slobodianiuk 2787 Moorpark Ave. San Jose, CA 95128
Karine Vardanian a/k/a Karine Christ a/k/a Karine Crist a/k/a Karine Westbrook [REDACTED] Campbell, CA 95008	Alado LLC 1280 Terminal Way #28 Reno, NV 89502

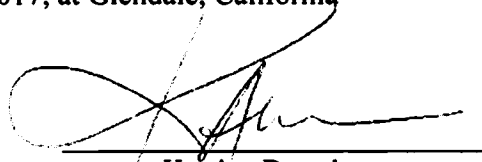
Proof of Service

Page 2 of 2

Veles LLC 1280 Terminal Way #28 Reno, NV 89502	Kristina Antonova a/k/a Krystyna Antonova a/k/a Kristy Antonova a/k/a Krystyna Antanova a/k/a Krystyna Taryanik [REDACTED] San Jose, CA 95117
Karine LLC 1280 Terminal Way #28 Reno, NV 89502	Roman Taryanik [REDACTED] San Jose, CA 95117

Place of Mailing: Glendale, California

Executed on August 14, 2017, at Glendale, California


Katrina Bartolome